

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GUILD MORTGAGE COMPANY LLC,

Plaintiff,

vs.

CROSSCOUNTRY MORTGAGE LLC,

Defendant.

No. 2:21-cv-01376-JCC-MLP

DEFENDANT'S ANSWER AND  
AFFIRMATIVE DEFENSES

**ANSWER**

Defendants CrossCountry Mortgage LLC ("Defendant") as and for their Answer and Affirmative Defenses to the Complaint for Damages ("Complaint"), respond as follows:

**I. NATURE OF THIS ACTION**

1. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

2. Denied.

3. Denied.

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1 **II. PARTIES**

2 4. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
3 allegations in this paragraph and therefore denies same.

4 5. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
5 allegations in this paragraph and therefore denies same.

6 6. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
7 allegations in this paragraph and therefore denies same.

8 7. Defendant admits CrossCountry is a Delaware limited liability corporation with its  
9 principal place of business in Brecksville, Ohio and is an Ohio citizen. Defendant denies the  
10 remaining allegations in this paragraph.

11 8. Defendant admits CrossCountry is a residential mortgage lender. Defendant denies the  
12 remaining allegations in this paragraph.

13 9. Admits.

14 **III. VENUE AND JURISDICTION**

15 10. Admits.

16 11. Admits.

17 **IV. FACTUAL BACKGROUND**

18 12. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
19 allegations in this paragraph and therefore denies same.

20 13. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
21 allegations in this paragraph and therefore denies same.

22 14. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
23 allegations in this paragraph and therefore denies same.

1 15. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
2 allegations in this paragraph and therefore denies same.

3 16. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
4 allegations in this paragraph and therefore denies same.

5 17. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
6 allegations in this paragraph and therefore denies same.

7 18. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
8 allegations in this paragraph and therefore denies same.

9 19. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
10 allegations in this paragraph and therefore denies same.

11 20. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
12 allegations in this paragraph and therefore denies same.

13 21. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
14 allegations in this paragraph and therefore denies same.

15 22. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
16 allegations in this paragraph and therefore denies same.

17 23. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
18 allegations in this paragraph and therefore denies same.

19 24. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
20 allegations in this paragraph and therefore denies same.

21 25. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
22 allegations in this paragraph and therefore denies same.

23  
24  
25  
26 **The Flowers Confidentiality Agreement**  
27

1 26. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
2 allegations in this paragraph and therefore denies same.

3 27. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
4 allegations in this paragraph and therefore denies same.

5 28. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
6 allegations in this paragraph and therefore denies same.

7 29. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
8 allegations in this paragraph and therefore denies same.

9 30. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
10 allegations in this paragraph and therefore denies same.

11 31. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
12 allegations in this paragraph and therefore denies same.

13  
14  
15 **The Flynn Confidentiality Agreement**

16 32. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
17 allegations in this paragraph and therefore denies same.

18 33. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
19 allegations in this paragraph and therefore denies same.

20 34. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
21 allegations in this paragraph and therefore denies same.

22 35. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
23 allegations in this paragraph and therefore denies same.

24 36. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
25 allegations in this paragraph and therefore denies same.  
26  
27

1 37. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
2 allegations in this paragraph and therefore denies same.

3 38. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
4 allegations in this paragraph and therefore denies same.

5 39. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
6 allegations in this paragraph and therefore denies same.

7 40. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
8 allegations in this paragraph and therefore denies same.

9 41. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
10 allegations in this paragraph and therefore denies same.

11  
12 **The Jolliffe Confidentiality Agreement**

13  
14 42. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
15 allegations in this paragraph and therefore denies same.

16 43. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
17 allegations in this paragraph and therefore denies same.

18 44. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
19 allegations in this paragraph and therefore denies same.

20 45. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
21 allegations in this paragraph and therefore denies same.

22 46. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
23 allegations in this paragraph and therefore denies same.

24 47. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
25 allegations in this paragraph and therefore denies same.  
26  
27

1 48. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
2 allegations in this paragraph and therefore denies same.

3 49. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
4 allegations in this paragraph and therefore denies same.

5 50. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
6 allegations in this paragraph and therefore denies same.

7 51. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
8 allegations in this paragraph and therefore denies same.

9 52. Denied.

10 53. Paragraph 53 contains no allegation; therefore, no response is required. To the extend a  
11 response is required, Defendant denies.  
12

13 **The Kirkland Employees' Resignations and Guild's Investigation**  
14

15 54. Denied.

16 55. Denied.

17 56. Denied.

18 57. Defendant admits the following former employees of Guild's worked for CrossCountry:  
19 Flowers, Flynn, Jolliffe, Chad Evans, William Kentnor, Ryan Lee, Bryan Mooney, Lisa Phillips,  
20 and Kristina Rombakh. Defendant denies the remaining allegations in this paragraph.  
21

22 58. Denied.

23 59. Denied.

24 60. Defendant denies subparagraphs (i), (k), (n)-(r), and (t). Defendant lacks knowledge or  
25 information sufficient to form a belief as to the truth of the remaining allegations in this  
26 paragraph including subparagraphs (a)-(u) and (j) and therefore denies same.  
27

**Flowers, Flynn, and Jolliffe's Resignations and the Loss of the Kirkland Branch**

1 61. Defendant admits the following former employees of Guild's worked for CrossCountry:  
2 Flowers, Flynn, Jolliffe, Chad Evans, William Kentnor, Ryan Lee, Bryan Mooney, Lisa Phillips,  
3 and Kristina Rombakh. Defendant denies the remaining allegations in this paragraph.

4 62. Defendant admits that it sent a letter to Guild on or about July 9, 2021, in response to  
5 Guild's letter to Flowers and to CrossCountry's Chief Executive Officer, Ronald Leonhardt  
6 dated on or about July 8, 2021. Defendant denies the remaining allegations in this paragraph.  
7

8 63. Denied.

9 **V. FIRST CAUSE OF ACTION**

10 64. Defendant incorporates by reference its response to paragraphs 1–62 of the Complaint as  
11 though fully set forth herein.

12 65. Denied.

13 66. Denied.

14 67. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
15 allegations in this paragraph and therefore denies same.  
16

17 68. Denied.

18 69. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
19 allegations in this paragraph and therefore denies same.  
20

21 70. Denied.

22 71. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
23 allegations in this paragraph and therefore denies same.

24 72. Denied.

25 73. Defendant admits the following former employees of Guild's worked for CrossCountry  
26 under employment agreements: Flowers, Flynn, Jolliffe, Chad Evans, William Kentnor, Ryan  
27

1 Lee, Bryan Mooney, Lisa Phillips, and Kristina Rombakh. Defendant denies the remaining  
2 allegations in this paragraph.

3 74. Denied.

4 75. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
5 allegations in this paragraph and therefore denies same.

6 76. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
7 allegations in this paragraph and therefore denies same.

8 77. Denied.

9 78. Denied.

10 79. Denied.

11  
12 **VI. SECOND CAUSE OF ACTION**

13 80. Defendant incorporates by reference its response to paragraphs 1–79 of the Complaint as  
14 though fully set forth herein.

15 81. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
16 allegations in this paragraph and therefore denies same.

17 82. Denied.

18 83. Denied.

19 84. Denied.

20 85. Denied.

21  
22 **VII. THIRD CAUSE OF ACTION**

23 86. Defendant incorporates by reference its response to paragraphs 1–85 of the Complaint as  
24 though fully set forth herein.

25 87. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
26 allegations in this paragraph and therefore denies same.



1 88. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the  
2 allegations in this paragraph and therefore denies same.

3 89. Denied.

4 90. Denied.

5 91. Denied.

6 92. Denied.

7 93. Denied.

8 94. Denied.

9 95. Denied.

10 96. Denied.

11  
12 **VIII. FOURTH CAUSE OF ACTION**

13 97. Defendant incorporates by reference its response to paragraphs 1–96 of the Complaint as  
14 though fully set forth herein.

15 98. Denied.

16 99. Denied.

17 100. Denied.

18 101. Denied.

19 102. Denied.

20  
21 **IX. FIFTH CAUSE OF ACTION**

22 103. Defendant incorporates by reference its response to paragraphs 1–102 of the Complaint  
23 as though fully set forth herein.

24 104. Defendant denies any wrongdoing of Defendant’s agents. Defendant lacks knowledge or  
25 information sufficient to form a belief as to the truth of the remaining allegations in this  
26 paragraph and therefore denies same.  
27

1 105. Denied.

2 106. Defendant denies any wrongdoing by Defendant. Defendant lacks knowledge or  
3 information sufficient to form a belief as to the truth of the remaining allegations in this  
4 paragraph and therefore denies same.

5 107. Denied.

6 108. Denied.

7 109. Denied.

8 110. Denied as pursuant to the Erie doctrine this Court must apply Washington substantive  
9 law.  
10

11 **X. SIXTH CAUSE OF ACTION**

12 111. Defendant incorporates by reference its response to paragraphs 1–110 of the Complaint  
13 as though fully set forth herein.  
14

15 112. Denied.

16 113. Denied.

17 114. Denied.

18 115. Denied.

19 **XI. PRAYER FOR RELIEF**

20 Defendant denies that Guild Mortgage Company LLC is entitled to any relief, including  
21 the relief sought in subparagraphs I–X.  
22

23 **AFFIRMATIVE DEFENSES**

- 24 1. Failure to state a claim on which relief can be granted.  
25 2. Failure to mitigate damages.  
26 3. Failure to join at-fault parties.  
27 4. Issue and claim preclusion.

1 WHEREFORE, for the foregoing reasons, Defendants respectfully request the following  
2 relief:

3 A. Dismissal of the Complaint with prejudice.

4 B. Judgment in favor of Defendant on their Affirmative Defenses.

5 C. An award of fees and costs as allowed by law.

6 D. Such other and further relief as this Court deems appropriate.  
7

8 DATED: November 29, 2021

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19 MORTGAGE LLC  
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